



Atty. Dkt. No. 075496-0209

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Hackworth et al.

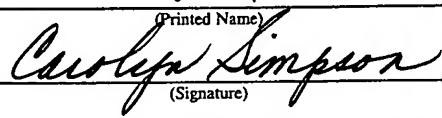
Title: APPARATUS COMPRISING
EXPANDABLE BISTABLE
TUBULARS AND METHODS
FOR THEIR USE IN
WELLBORES

Appl. No.: 10/697,783

Filing Date: 10/30/2003

Examiner: Gay, Jennifer Hawkins

Art Unit: 3672

<u>CERTIFICATE OF EXPRESS MAILING</u>	
I hereby certify that this correspondence is being deposited with the United States Postal Service's "Express Mail Post Office To Addressee" service under 37 C.F.R. § 1.10 on the date indicated below and is addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.	
EV 625658713 US	11/28/05
(Express Mail Label Number)	(Date of Deposit)
Carolyn Simpson	
(Printed Name)	
	
(Signature)	

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

Your Petitioner, Schlumberger Technology Corporation, having its principal place of business at 300 Schlumberger, Sugar Land, Texas 77478, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/697,783, filed 10/30/2003, which is a divisional of U.S. Patent Application No. 10/035,994, filed 12/26/2001, by virtue of an Assignment filed and recorded on 12/26/2001, on Reel/Frame 012445/0550, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,648,071, which issued on U.S. Patent Application No. 10/035,994, filed 12/26/2001, by virtue

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of an Assignment filed and recorded on 12/26/2001, on Reel/Frame 012445/0550, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Your Petitioner, Schlumberger Technology Corporation, hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,648,071, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,648,071 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,648,071 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,648,071 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,648,071 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,648,071, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned (whose title is supplied below) certifies that he is empowered to sign this Terminal Disclaimer on behalf of the assignee, that he has reviewed the Assignment attached as APPENDIX A, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,648,071 rests with Petitioners, Schlumberger Technology Corporation. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Date Nov. 22, 2005

Respectfully submitted,



SCHLUMBERGER TECHNOLOGY
CORPORATION

By: Kevin McEnaney, 46,258
Name: IP Attorney
Title:

ASSIGNMENT

WHEREAS, We, Matthew R. Hackworth, a citizen of the United States of America, residing at 3702 Paigewood Drive, TX 77584; Craig D. Johnson, a citizen of the United Kingdom, residing at 331 Wedgewood Drive, Montgomery, TX 77356; and Patrick W. Bixenman, a citizen of the United States of America, residing at 1919 Hillcrest Drive, Bartlesville, OK 74003 hereinafter referred to as the "Inventors", have made inventions and improvements in: APPARATUS COMPRISING EXPANDABLE BISTABLE TUBULARS AND METHODS FOR THEIR USE IN WELLBORES which are the subject of a United States Provisional Patent Application filed on January 24, 2001 under Serial Number 60/263,934 and an application for Letters Patent of the United States of America, filed with the United States Patent and Trademark Office on the date(s) indicated below, (Docket No. 68.0234), hereinafter referred to as the "Invention(s)".

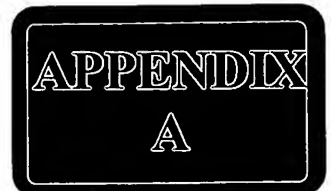
AND WHEREAS, SCHLUMBERGER TECHNOLOGY CORPORATION, hereinafter referred to as "said COMPANY", a corporation duly organized, incorporated and existing under the laws of the State of Texas, and having a place of business at 300 Schlumberger, Sugar Land, Texas 77478 is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to the Invention(s), and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefore.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that we the Inventors, for good and valuable considerations, the receipt and sufficiency of which hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to the Invention(s), described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on the Invention(s) in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon the Invention(s).

TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on the Invention(s).

AND we do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

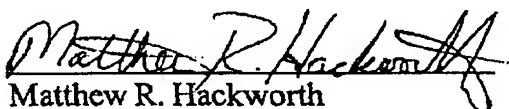
AND we do hereby covenant and warrant that we have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that we have not executed and will not execute any instruments in conflict herewith.



AND we, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that we, our executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to the Invention(s), and any related application or applications, patents, rights, titles, benefits, privileges, and advantages hereby sold, assigned, confirmed, transferred and conveyed.

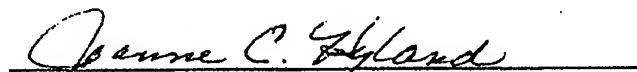
IN WITNESS WHEREOF, I, Matthew R. Hackworth have hereunto set my hand and seal this

12/18, 2001.


Matthew R. Hackworth

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, this December 18, 2001 personally appeared Matthew R. Hackworth, to me known to be the person who is described in and who executed the foregoing assignment instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.


Notary Public in and for the State of Texas

SEAL

My Commission Expires: 5/27/01



IN WITNESS WHEREOF, I, Craig D. Johnson have hereunto set my hand and seal this

20TH DECEMBER, 2001.



Craig D. Johnson

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, this 20 December, 2001 personally appeared Craig D. Johnson, to me known to be the person who is described in and who executed the foregoing assignment instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.



Notary Public in and for the State of Texas

SEAL

My Commission Expires: 5/27/03



IN WITNESS WHEREOF, I, Patrick W. Bixenman have hereunto set my hand and seal this

20 December, 2001.


Patrick W. Bixenman

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

BEFORE ME, this December 20, 2001 personally appeared Patrick W. Bixenman to me known to be the person who is described in and who executed the foregoing assignment instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.


Notary Public in and for the State of Oklahoma

SEAL

My Commission Expires: 9/13/03